WASTE WEIR HALLA—MALVALI VILLAGE.

1 Dry Survey No. 172, in the Khate of M H Hutchayya, Puttalakshamma and in the anubhava of M H Hutchayya, Puttalakshamma, and bounded on the North by Voni, South by Survey Nos. 173—178, East by Halla, and West by Voni and Halla, the area required being 29 guntas, assessed at Re. 0-11.0.

2 Dry Survey No. 178, in the Khate of Venkatamma, wife of Hoovayya and Boladyavanahutchayya, and in the anubhava of Venkatamma, wife of Hoovayya, and bounded on the North by Halla, South by Survey Nos. 176—177, East by Halla, and West by Survey No. 175, the area required being 31 guntas, assessed at Re. 0-11 0.

GULAGHATTA VILLAGE S. NO. 22.

3 Dry Survey No. 22, in the Khate of Krishnapandit, son of Gundapandit, and in the anubhava of Krishnapandit, son of Gundapandit, and bounded on the North by Halla, South by Voni, East by Halla, and West by Halla, the area required being 10½ guntas, assessed at Re. 0-3-0.

3741

Dated 7th May 1947.

No. P. W. 7878-82—K. R. S. 1-46-212. Whereas it appears to the Government of His Highness the Maharaja of Mysore that the undermentioned land, situated in Cholenahalli Village, Mysore Taluk, Mysore District, is needed for a public purpose, to wit for Krishnaraja Sagara Submersion +124 feet; notice to that effect is hereby given to all whom it may concern, in accordance with the provisions of Section 4 (1) of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, and the Government hereby authorise the Deputy Commissioner, Mysore District, and his subordinates and also Special Land Acquisition Officer, Mysore to exercise the powers conferred by Section 4 (2) of the Act. Under Sub-section (4) of Section 17 of the Land Acquisition Act of 1894, as amended by Act No. I of 1927, the Government direct that in view of the urgency of the case, the provisions of Section 5-A of the Act shall not apply to the acquisition of the land noted below.

MYSORE DISTRICT, MYSORE TALUK, YELWAL HOBLI, CHOLENAHALLI VILLAGE.

Names of khatedar or owner	S. No. or Mi. No.	Whether dry, wet, or garden, etc.	Total extent	Kharaab	Remaining extent.	Assessment	Extent now required	Assessment	Boundaries			
									East	West	North	South
Puttasubbavadhanigalu bin Suryanarayanavadhanigala.	111 Inam	Dry	8 guntas	...	8 guntas	Re. 0—4—0	8 guntas.	Re. 0 4-0	S. No. 109	120, 122	12	10

Dated 7th May 1947.

No. P. W. 7878-82—K. R. S. 1-46-212. Under Section 6 of the Land Acquisition Act of 1894, as amended by the Land Acquisition Amendment Act No. I of 1927, the Government of His Highness the Maharaja of Mysore declare that the land measuring 8 guntas be the same a little more or less, is needed for a public purpose, to wit, for Krishnaraja Sagar +124 feet submersion; and under Sections 4 and 7 of the same Act, the Assistant Commissioner in charge of Special Land Acquisition Officer, Mysore, is appointed to perform the functions of a Deputy Commissioner under the Act and directed to take orders for the acquisition of the said land. Under sub-section (1) of Section 17 of the Act, the Government further direct that the possession of the said land may be taken on the expiry of fifteen days from the date of publication of the notice mentioned in Section 9 (1) of the Act. A plan of the land is kept in the Office of the Special Land Acquisition Officer, Mysore and may be inspected at any time during office hours.

MYSORE DISTRICT, MYSORE TALUK, YLKWAL HOBLI, CHOLENAHALLI VILLAGE.

Survey No. 111 dry and inam in the Kate of Suryanarayanavadhanigalu and in the Anubhava of Puttasubbavadhanigalu and bounded on the North by Survey No. 12, South by Survey No. 10, East by Survey No. 109 and West by Survey No. 120, 122, the area required being 8 guntas assessed at Re. 0-4-0.

3740 B. S. NARASINGA RAO, *P. W. Secy.*

GENERAL SECRETARIAT

Dated 29th November 1947.

S. R. 1674—L. W. 13-47-8.—Under Section 12 (4) of the Mysore Labour Act, XIII of 1942, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore, in respect of the failure of the Conciliation proceedings in the dispute between the Mysore Kirloskars Employees Association, Harihar, and the concerned Works Management (The Mysore Kirloskar, Ltd., Harihar) in regard to two notices of change, given by the said Labour Association, putting forth several demands specified in the accompanying report.

4117 MOHAMED ISMAIL SHERIFF, *Gen. Secy.*

To

The Secretary to Government of Mysore,
General Department,
Bangalore.

Sir,

I have the honour to make the following report under Section 12 (4) of the Mysore Labour Act, relating to a dispute between the Mysore Kirloskars Employees Association, Harihar, and the concerned works Management (The Mysore Kirloskar, Ltd., Harihar), in regard to two notices of change, given by the said Labour Association, putting forth several demands as stated below:—

I. Notice of Change (Dated 7th July 1947) with Nine Demands, *Viz.*

(1) *Wages.*—Minimum wages for an employee per day excluding dearness allowance must be raised to Re. 1.

(2) *General Increments.*—All employees should be given an increment of 25 per cent in their wages.

(3) *Dearness Allowance.*—The present scale of dearness allowance of Rs. 18, Rs. 22 and Rs. 32 must be raised to Rs. 25, Rs. 30 and Rs. 40, respectively.

(4) *Bonus.*—(*a*) A bonus of four months wages should be given to all employees who have completed one year service.

(*b*) Those who have served less than one year and more than one month should be given bonus proportionately according to their service put in.

(5) *Grades.*—The employees who have completed their grades must be given a fixed salary of Rs. 115 on monthly basis.

(6) All employees should be provided with a medical attendance and medicines free of cost.

(7) The deduction of money as "Double Absence" is against the standing orders and the Mysore Labour Act, 1942 and this should be stopped and the deducted money should be retured to the workers.

(8) All workers should he provided with quarters or be given house allowance.

(9) The three thrown out workers, namely, Naykar Shantavva T. No. 96, Halladakere Gangavva, T. No. 97 and Kenchappa Pujari, T. No. 198 should be reinstated.

II. Notice of change dated also 7th July 1947, Demanding a Revision (as set out in the Annexure to the notice of change) of the Standing Orders of the Company.

(2) The Management replied to the Labour Association President, setting out their position in respect of each demand and finally stating their inability to concede any of the demands as it stands. The Assistant Commissioner of Labour, Mysore Division, reported that he contacted the parties and held preliminary Negotiations and that no agreement could be brought about. Upon that, the Commissioner of Labour in Mysore referred the case to this Office on the 7th October 1947 for initiating conciliation proceedings under Section 10 (3) of the Labour Act.

(3) The case was accordingly registered and intimation sent to the parties for hearing on the 8th November 1947. But on that day, the Management representative appeared, but as

the Association representative was absent, and there was a letter from the Association President, pleading inability to attend, the conciliation proceedings could not be initiated on that day and had to be adjourned to another date. The case was arranged to be taken up on the 19th instant. Fresh intimation of this hearing date was sent to the parties, and I held conciliation proceedings accordingly on the 19th instant.

(4) On behalf of the Management were present Mr. M. B. Jambhekar (General Manager and ex-officio Director of the Company), Mr. N. W. Gurjar (Director of the Company) and Mr. R. L. Kirloskar (Deputy General Manager). The Labour Association was represented by its Secretary, Mr. G. Nagaraj. The Commissioner of Labour in Mysore (Mr. R. Ramachandra Rao Bhombhore), and the Division Assistant Commissioner of Labour (Mr. H. M. Mahalinganna) were also present.

(5) The two Notices of Change were taken up one after another, for conciliation proceedings. The several items of demands were considered one by one and discussed fully on both sides. The result is as stated below :—

No. 1. Notice of Change With Nine Demands :—

(6) **Demand No. 1.**—Refers to wages and is that minimum wages for an employee per day excluding dearness allowance should be raised to Re. 1.

The Association representative argued that since the cost of living had gone up very high the present minimum wage (of annas seven for an adult per day) was quite inadequate and that, in view of the high cost of living, the nature of the industry, the locality (Harihar) right on to the frontier, and of the general conditions of labour, the minimum wage should be raised to one rupee per day. He mentioned that a minimum wage from Rs. 2 to Rs. 3 per day was being paid in Bombay, and that the Association's demand was a modest and necessary one.

The Management explained the position in this respect thus. This demand refers only to unskilled manual cooly labour for adults in the Factory, the work done by this class of labour being sweeping the floor, carrying things from place to place and the like. The present minimum wage for these labourers is seven annas per head per day, exclusive of dearness allowance, and comes to Rs. 1-2-0, inclusive of dearness allowance. This compares favourably with the minimum wage paid elsewhere in Mysore State for such class of labour. For example, in Davanagere which is next-door to Harihar, it is only ten to twelve annas and there is no dearness allowance paid. The Management have made enquiries. A minimum wage of one rupee per day for this class of labour asked for is too exorbitant and is not prevailing in any factory in Mysore State. The Association, though asked to mention any instance of a factory in Mysore where a minimum wage of one rupee per day, excluding D.A., is given to such class of labour, has not done so and is not able even now to give any such instance or to furnish a definite data for the demand. So, the Management is not able to agree to this demand.

Another point urged by the Management in this connection was that the fixing of minimum wage was a general question that is applicable to and affecting all industrial concerns in the State and should be taken up by the Government or a Central Authority and decided after a thorough enquiry on both sides as to local conditions and all relevant factors, through a Special Commission (like the Pay Commission), and that one individual concern cannot decide this question by itself independently of the other concerns. The Management stated that they would abide by the decision that the Government would reach after enquiry by a Commission in the matter.

It was also urged by the Management that, in view of the existing agreement between the Management and the Association, dated 30th August 1946, and registered on 7th November 1946, on this issue of wages and on other issues, and binding on the parties for two years, the present demand about minimum wage is out of order and cannot be entertained. The Association representative replied that the issue in this demand is about the minimum wage, while that registered Agreement was in regard to the issue of increments of wages and that, as such, the Management's objection was not tenable.

Finally, the Management representative stated that the demand, as it stood, could not be agreed to, there being no data given by the Association in support of the demand, and that the Management would abide by the decision of Government on the recommendations of a Special Commission that may be set up to go into the question. The Association representative pressed the demand, but the Management representative could not accept.

Demand No. 2.—Refers to General increments in wages and says that all employees should be given an increment of 25 per cent in their wages.

The Association representative in explaining this demand said that production had increased in the Factory and that the Company had earned more profits and that the employees were therefore entitled to a general increase in their wages, as demanded.

The Management representative contended that they had given a substantial increment, last year (*i.e.*, in 1946), and that, in consideration of that substantial increment of last year, it was mutually agreed between the Association and the Management that the question of wage increment should not be raised for two years, *i.e.*, up to July 1948 [*vide* Clause 7 (*a*) of the Agreement, registered duly on 7th November 1946 and referred to above], and so the question of increment of wages does not arise at present.

The Association representative replied that there was, in that Agreement, provision to raise the issues in the event of any national or international change in the country, and that such a change had come about now, and, so, the demand was in order. The Management representative pointed out that, even assuming that there was a national or international change on account of the advent of Swarajya and Independence in India and in Mysore, since, the event came only in August 1947, while the Association s Notice of Change was in July 1947 and so, there was no national or international change at the time of giving the Notice of Change. Further, the Management explained, by facts and figures, that, after the advent of Independence in India, the business of this Company has been adversely affected and has considerably fallen, inasmuch as the markets that existed in Pakistan and in Junagadh and Kashmir and Hyderabad are lost to the Company. It was stated that the Company used to get a good number of orders from these places and that orders have fallen by about 50 per cent as compared with last year, and that, while the average number of orders of last year was 57, the number of orders this year so far had fallen to 36.

Finally, the Management said that they could not accept this demand, and that, where an agreement, entered into and registered and subsisting is not honoured, there is no use of entering into a new agreement. The Association representative pressed the demand, but the Management representative could not concede.

Demand No. 3.—Relates to Dearness Allowance and asks that the present scale of dearness allowance of Rs. 18, Rs. 22 Rs. and 32 must be raised to Rs. 25, Rs. 30 and Rs. 40, respectively.

The Association representative stated that as the cost of living had gone up considerably since the time of the grant of the present rates of dearness allowance, the rates now asked for should be granted. The Management replied that the present scale of dearness allowance is already higher than the scale adopted by the Government of Mysore and that, in case the scale is increased by Government, the Management will increase the scale of dearness allowance in proportion to the scale that would be adopted by Government.

The Association representative still pressed the demand. The Management regretted that it was not possible to accept.

Demand No. 4.—Relates to Bonus.

The Association asks that (*a*) a bonus of four months wages should be given to all employees who have completed one year service, and (*b*) those who have served less than one year and more than one month should be given bonus proportionately according to their service put in.

The Management stated the position in this respect thus: The bonus is always an *ex-gratia* payment made at the discretion of the Management, and cannot be demanded as a matter of right. The Board of Directors have passed a resolution, in the meeting held on 12th October 1946, instructing the Managing Director that the payment of bonus be made only after the yearly accounts are adopted by the Directors and General Body of Shareholders. It was decided to hold the meeting of the Board of Directors in the first week of October 1947, when the final balance sheet for the year 1946-47 will be considered and adopted. The bonus sanctioned by the Directors would be paid after the approval of the General Body of Share holders. The General Meeting of the Shareholders of the Company was since held on the 15th instant, and it has been proposed to pay a bonus to the employees the 1/6 of basic wages earned during the year, (excluding dearness, over-time and other allowances). The amount that is set apart for the payment of bonus to the employees is the same as that set apart last year.

The Association representative argued that, while three months' wages were given as bonus last year, two months'

wages were given as bonus this year, though the profits of the Company has increased. The Management representative explained that the increase in profits was due to the raising of the investment on the machinery from rupees eight lakhs to Rs. 12 lakhs and also to the employment of more men and to the payment of higher wages, during the year.

The Association pressed the demand, but the Management could not agree to it.

Demand No. 5.—Relates to the question of grades.

The Association ask that the employees who have completed their grades must be given a fixed salary of Rs. 115 on monthly basis.

The Management replied that the final grades were decided only last year, and it was mutually agreed as per clause No. 3 (*a*) of the Agreement, (referred to above) and, hence, this question of changing grades does not arise.

The Association representative said that he was not satisfied with the reply of the Management and that the demand should be conceded. The Management representative said that the demand could not be accepted.

Demand No. 6.—Is that all employees should be provided with medical attention and medicines, free of cost. The Association representative said that there was free medical relief provided in all industrial concerns.

The Management stated the position in the matter thus: Under the present practice in this Company, a small nominal sum of only three annas per month per worker getting less than Rs. 20 and four annas per month per worker getting more than Rs. 20 is being collected. This is done only after getting the consent of all the workers who willingly agreed in the open meeting held in 1942. The medical aid given is not only to the workers but also their family and children. The Management had, however, applied to the Senior Surgeon to the Government of Mysore, requesting that the Medical Department may take over charge of this work. The matter is under the consideration of Government, and, until that is finally decided, the existing arrangement may stand. At the same time, the Management would make enquiries as to the arrangement in this respect in other industrial concerns. If there was free medical aid given in other concerns, the Management would consider favourably this question of making medical aid free in this concern as demanded by the Association.

In view of this assurance of the Management representative, the labour representative said that he would not press this demand.

Demand No. 7.——Relates to "Double Absence" deduction system.

The Association says that deduction of money as "Double Absence" is against the standing orders and the Mysore Labour Act and this should be stopped and the deducted money should be returned to the workers.

The Management's reply was that the Management is willing to stop the "Double Absence" system at once and that, in fact, it has already been stopped from 1st August 1947. The Association representative wanted the deducted money to be returned to the workers, (as per the second portion of the demand), and stated that the Management should agree to it. The Management representative answered that the Management could not agree to refund the amount so far collected, extending over several years, and there were some practical difficulties in the way: *e.g.*, (a) the accounts of all the previous years had all been closed and those "Deduction" amounts were not available now; (*b*) taxes, such as Income-tax, etc., have all been paid on the profits including those amounts and there was no question of getting back the income-tax paid in respect of those amounts.

The Association representative pressed the demand, but the Management could not accept.

8. **Demand No.**—Is that "all workers should be provided with quarters or be given house allowance".

The Management explained the position in this respect thus: The Management is aware of the present housing difficulty and is very keen to solve this problem. But, inspite of strenuous efforts, the land proposed to be taken up for the purpose of putting up houses for the workers is not yet made available to the Company though orders have been passed by the Government to acquire the land for the Company and though the Management has even credited to Government towards the acquisition cost of the land the money (Rs. 29,305-8-9 on 3rd April 1945 and Rs. 13,444-12-6 on 28th February 1946, total Rs. 42,750-5-3). The amount is lying with the Government since a pretty long time, but the possession of the land is not given as yet, despite the several representations made to Government in this matter. However, the Management hope that the question of getting the land will be settled early. It is needless to mention here that it is not possible for the Company to provide house to every worker of the Factory. The Management will try to ease the position as far as possible. As regards the demand for grant of house allowance, it is against the policy of the Company to give house allowance to the workers. Such a thing does not exist in any factory. So, the Management regret that this demand (for house allowance) cannot be considered.

Still, the Association representative pressed the demand in its entirety, but the Management regretted that the demand as such could not be accepted.

9. **Demand No.**—Is that the three thrown out workers, namely, Neykar Shanthavva, T. No. 96, Halladakere Gangavva, T. No. 97 and Kenchappa Pujarai, T. No. 198, should be reinstated.

The reply of the Management is this. Those three workers behaved riotously and disorderly in the factory premises. In fact, they joined together and beat with shoes two of the workers just near the main gate of the factory. This incident has been witnessed by a number of workers, and even by some of the persons of the Management. As the behaviour of those workers was too riotous and disorderly, the Management were compelled to terminate their services under the Rule 19 (k) of the Standing Orders of the Company. The Management found it very necessary to take this action in order to keep up the discipline in the factory. Hence, the Management are unable to take them back to work.

The Association representative does not dispute the incident, but he contends that the quarrel took place outside the works premises, and so, the Management was not justified in taking notice of the incident and discharging from the service of the Company the three workers concerned.

The Management representative explained that it was a flagrant case of riotous and unruly behaviour of those three workers in the factory premises and that the scene of the incident was just near the main gate and forms part of the factory premises, and that the Management felt compelled, after enquiry and deliberation, to take proper disciplinary action and discharge them from service, under the Standing Orders, and that the punishment was fully justified by the facts and circumstances and there was no reason to extenuate their conduct and take them back to work.

Still, the Association representative insisted on the Management reinstating these workers and pressed the demand. The Management regretted the demand could not be agreed to.

II. Notice of Change.

7. Coming now to the other Notice of Change, the Demand therein is for a revision (as set out in the Annexure thereto) of the Standing Orders of the Company. The changes proposed by the Association in the existing Standing Orders are not few—(there are in all 20 changes),—and cover the major part of the Standing Orders and they are not of a minor or trivial nature either, but are of a substantial character, going to the root and fundamental principles of the Standing Orders in regard to employment, service conditions, attendance, hours of work, leave conditions, punishment for misconduct, conditions for termination of service, etc.

The reply on the other side was that the Management would collect the latest changes, if any, from the Government and also collect the up-to-date data and would then invite the Association for discussion, and there was no data now on which to base discussion and come to a decision in this matter.

The Association representative could not furnish the data or basis for the proposed changes in the Standing Orders. It was also elicited that he had not consulted the Commissioner of Labour in this matter. Under the Act (*vide* Section 9), settlement of the Standing Orders is made by the Commissioner of Labour. The existing Standing Orders of the Company were settled by the Commissioner of Labour in November 1942. In the circumstances, it was suggested to the Association Representative, both by the Commissioner of Labour and by me, that, though the Association, desiring a change in any such Standing Order, could give a Notice of Change under Section 10 (2) of the Act, it would be more appropriate and useful for the Association to seek the aid of the Commissioner of Labour in the first instance in this oespect, so that the Commissioner may discuss and negotiate with both the parties and try to bring about a settlement of Standing Orders particularly as the present demand is practically one for substituting the existing set of Standing Orders by a new set of Standing Orders; and, that, in case or in respect of any items on which no agreement between the parties could be effected by the Commissioner of Labour, then the Association might

give a Notice of Change. He (the Association Representative) was advised to consider this suggestion. He did not agree to this suggestion, but stated that this demand should be settled once for all now only before the Chief Conciliator.

The Management Representatives said that, in the absence of full information or data in their possession, it was not possible for them to discuss the demand now, and that the Association may well leave the matter to the Commissioner of Labour for discussion and settlement. The Association Representative did not agree to this and he pressed the demand. The Management's representatives said that the demand as it stands could not be accepted. So, no agreement could be effected between the parties on this issue either.

8. All possible ways of settlement were explored, but the parties did not come to any settlement in regard to any of these demands, except Demand No. 6 (for free medical aid) in No. I Notice of Change.

9. The conciliation in regard to these demands, excepting demand No. 6, thus ended in failure, which I hereby report.

10. I request that this report may be published in the Gazette, as required in Sub-Section (4) of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir
Your most obedient servant,
NAVANEETHAM, *Chief Conciliator.*

EDUCATION SECRETARIAT

Dated 3rd December 1947.

No. E. 3932—Edn. 121-47-2. Monday the 8th December 1947 is declared as a holiday for all the Educational Institutions under the control of the Department of Education, in Davangere Town, on account of the election of Members to the Town Municipal Council, Davangere.

4184 K. THIPPERUDRIAH, *Edn Secy.*

PUBLIC WORKS SECRETARIAT

Dated 1st December 1947.

No. P.W. 5636-9—Irn. 145-47-1. It is hereby notified for the information of the public that the acquisition of the properties sanctioned by Government in their order No. P. W. 684-86—Irn. 3-45-163, dated 29th July 1946 required for the restoration of Kavarnahalli Tank, Chikballapur Taluk, is hereby withdrawn as they are not required for the purpose originally intended for.

4155 B. S. NARASINGA RAO, *P. W. Secy.*

Printed by the Superintendent at the Government Press, Bangalore